

INVITATION FOR BID  
NO. J04170

TO FABRICATE, PRINT, AND DELIVER  
COURT FILE FOLDERS  
FOR THE CIRCUIT AND DISTRICT  
COURTS  
The Judiciary, State of Hawaii

August 29, 2003



THE JUDICIARY, STATE OF HAWAII  
HONOLULU, HAWAII

INVITATION FOR BID  
NO. J04170

Competitive sealed bids TO FABRICATE, PRINT, AND DELIVER  
COURT FILE FOLDERS FOR THE CIRCUIT AND DISTRICT COURTS, The Judiciary, State  
of Hawaii, will be received at:

The Judiciary  
State of Hawaii  
Fiscal & Support Services Division  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813-2807

up to and will be opened at September 17, 2003 at 2:00 p.m. HST,

Bids received after the date and time specified above or at a location other than the location  
specified above will not be considered. All proposals must be made on forms obtainable at the  
aforesaid place or from our web site (<http://www2.hawaii.gov/jud>) and must be in accordance  
with the accompanying instructions.

Janell Kim  
Asst. Fiscal & Support Services Administrator

NOTICE TO OFFERORS  
(Chapter 103D, HRS)  
IFB No. J04170

Competitive Sealed Bids to **Fabricate, Print, and Deliver File Folders for the Circuit and District Courts, Judiciary, State of Hawaii**, will be received on September 17, 2003 no later than **2:00 p.m., H.S.T.** at:

The Judiciary, State of Hawaii  
Fiscal & Support Services Office  
Kauikeaouli Hale  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813

A copy of the Judiciary requirements may be obtained from the above Fiscal & Support Services Office or from our web site at <http://www2.hawaii.gov/jud> and proposals must be submitted in accordance with the accompanying instructions. Bids received after the date and time specified above or at a location other than the location specified above will not be considered.

JANELL KIM  
Asst. Fiscal & Support Services Administrator

(Honolulu Star Bulletin: August 29, 2003)

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**SECTION ONE - SPECIFICATIONS**

**1.1. SCOPE**

Work included in this contract shall consist of fabricating, printing and delivering COURT FILE FOLDERS COVERS for the Circuit and District Courts. The Contractor shall be responsible for all costs for labor, tools, equipment and other appurtenances necessary to provide such court file folder covers.

**1.2. DESCRIPTION OF WORK**

**1.2.1. FORM REQUIREMENTS**

Offerors are hereby notified that the Contractor selected will be required to produce covers identical to the actual cover samples in every respect. Whenever visual or other inspection reveals any difference between the written specifications and samples, the samples shall control, except for weight of file folders. Stock must be Manila, 14 point.

**1. QUANTITY:** Summary of File Folder Covers:

	Numbered Covers	Blank Covers
First Judicial Circuit	25,995	3,175
Second Judicial Circuit	9,400	5,100
Third Judicial Circuit, (Hilo)	4,790	1,500*
Third Judicial Circuit- Kona	2,350	400*
Fifth Judicial Circuit	3,005	0
District Court, 5 <sup>th</sup> Judicial Circuit	4,250	0

See attached tables for specific number of File Folder Covers for each Circuit.

**2. NUMBER OF PARTS:**

2 part set, front and back cover for First, Second and Fifth Judicial Circuits and District Court -Fifth Judicial Circuit (**all files**); Third Judicial Circuit-Hilo and Third Judicial Circuit- Kona (**Numbered files**).

\*1 part set, **front cover only** for Third Judicial Circuit-Hilo and Third Judicial Circuit-Kona (**Blank file Covers**). Back Covers are **not** required.

**3. INK**      Black Ink

**4. STOCK** Manila, 14 point (175 lb. Manila). No Exceptions, Deviations **not** allowed.

**5. SIZE** Folder Size shall be 8-3/4" by 13-5/8" to accommodate letter size documents.

## **6. COMPOSITION**

Body copy on front and reverse side of the front covers shall be printed as per samples and shall be appropriately centered (excepting the tabs on the "blank" covers and the tabs of the First Judicial Circuit civil folders).

The copy to print on the file folders are:

**CIRCUIT COURT, FIRST JUDICIAL CIRCUIT  
FAMILY COURT, FIRST JUDICIAL CIRCUIT  
CIRCUIT COURT, SECOND JUDICIAL CIRCUIT  
FAMILY COURT, SECOND JUDICIAL CIRCUIT  
DISTRICT COURT, SECOND JUDICIAL CIRCUIT  
CIRCUIT COURT, THIRD JUDICIAL CIRCUIT-HILO DIVISION  
FAMILY COURT, THIRD JUDICIAL CIRCUIT-HILO DIVISION  
CIRCUIT COURT, THIRD JUDICIAL CIRCUIT - KONA DIVISION  
FAMILY COURT, THIRD JUDICIAL CIRCUIT-KONA DIVISION  
CIRCUIT COURT, FIFTH JUDICIAL CIRCUIT  
FAMILY COURT, FIFTH JUDICIAL CIRCUIT  
DISTRICT COURT, FIFTH JUDICIAL CIRCUIT**

**Note: This copy (title) differs from the samples.**

Second Judicial Circuit- CIV, CR, G, ML, P, SP, SPP, FC-CR, DC-CIVIL, DC-SC, and DC-TRO folders only shall have a parenthesis ( ) with space in between printed after the numbers on the front cover. [e.g. FC-CR 04 -1- 0001 ( )]. The DC-CIVIL, DC-SC, and DC-TRO folders require nine spaces between the parenthesis.

Third Judicial Circuit-Kona Division folders shall have a "**K**" printed after the numbers on the tabs and the front copy (refer to samples)

**There are specific copy differences on each cover. Refer to samples for specifics.**

There is no body copy on the back covers.

Letter and numeric sizes shall be larger than the samples. Samples were reduced to about 65% of actual size.

## **7. TABS**

Front cover shall have both side tab (long end) and bottom tabs (end tab).

A. Second, Third-Hilo, Third-Kona, and Fifth Judicial Circuits.

1. Third Judicial Circuit-Kona Division folders shall have a "**K**" printed after the numbers on the tabs and the front copy (refer to samples).
2. Side tabs (long end) shall be 1/4 cut as per samples. All 1/4 cut tabs shall be positioned in the 4<sup>th</sup> tab position (i.e. 4<sup>th</sup> position being closest to the bottom or end tab).

B. First Judicial Circuit.

1. Side tabs for the First Judicial Circuit **vary** and shall be as specified on the quantity table.
2. First Judicial Circuit " **CIV**" and "**TR**" covers shall **not** have a mylar overlay.
3. CIV and CR folders for the First Judicial Circuit only, shall have two separate tab positions. The **even** numbered file folders shall be in the third position and the **odd** numbered file folders shall be in the fourth position as specified on the quantity table (Each tab is 1/4 cut).

C. All Judicial Circuits.

1. Bottom tab (end tab) shall be two-ply reinforced and as per sample.
2. Side and bottom tabs shall be printed on two sides with alpha and sequentially numbered prefixes as per samples. (See also Numbering Specifications).
3. After being numbered (except for the "**blanks**"), tabs shall be reinforced with a mylar overlay in various colors according to the type of proceeding (alpha prefix) as specified below. All "Blanks" and First Judicial Circuit " **CIV**" covers shall **not** have a mylar overlay.

a. All Judicial Circuits

PROCEEDING ALPHA PREFIX	ALL CIRCUITS MYLAR COLOR
CIV (1 <sup>st</sup> Circuit)	NO MYLAR
CIV	Clear



PROCEEDING ALPHA PREFIX	ALL CIRCUITS MYLAR COLOR
CR	Yellow
G	Green
MIL	Clear
P	Pink
SP	Orange
SPP	Orange
FC-A	Red
FC-AA	Lt. Blue
FC-AP	Lt. Lavender
FC-CR	Yellow
FC-D	Lt. Blue
FC-DA	Red
FC-G	Red
FC-GR	Lt. Lavender
FC-M	Red
FC-P	Red
FC-S	Blue
FC-TPR	Yellow
UCCJEA	Red
UIFS	Lt. Blue
TR	Lt. Lavender
DC- CIVIL	Clear
DC-SC	Green
DC-TRO	Lt Blue

b: District Court- Fifth Circuit

Proceeding/ Alpha Prefix	Mylar Color
RC-L	Purple
RC-KA	Blue

Proceeding/ Alpha Prefix	Mylar Color
RC-KO	Red
RC-W	Yellow
RC-H	Green
SC-L	Pink
SC-KA	Gray
SC-KO	Brown
SC-W	Orange
SC-H	Buff
SP-L	Lt Blue
SP-KA	Magenta
SP-KO	Violet
SP-W	Olive Green
SP-H	White

note: All red mylar colored tabs shall be a shade of such contrast to the printing that will allow clear visibility of the alphas and numbers. Previous shades of red have been too dark to provide clear visibility.

## 8. NUMBERING

The numbering system shall include the appropriate alpha prefix, the year (04), the number one (1), and the sequential number (e.g. CIV 04-1 - 0001, CIV 04-1-0002)

**Note:** For First Judicial Circuit Civil ( CIV) folders only, a DASH shall follow the last number of each sequence (e.g. CIV 04-1 - 0001-, CIV 04-1 -0002-).

**Note:** For the Second Judicial Circuit, **CIV, CR, G, ML, P, SP, SPP, FC-CR , DC-CIVIL, DC-SC and DC-TRO folders only** shall have a parenthesis ( ) with space in between the parenthesis, printed after the numbers on the front cover. [e.g. CIV 04- 1-0001 ( )]. The DC-CIVIL, DC-SC and DC-TRO folders require nine spaces between the parenthesis.

The sequential number shall start at the number indicated on the quantity tables, in these Specifications.

The "**blanks**" of a particular proceeding shall include the alpha prefix only and **no** numbers, leaving space for manual numbering (**no mylar reinforcing on the tabs**).

The "All-Purpose Blanks" of the Circuit and Family Court shall have neither alpha prefix nor numbers (**no mylar reinforcing on the tabs**).

The numbering system of the front cover shall be located in three areas and stamped five times: the front and back of the side tab, the front and back of the bottom tab, and on the appropriate line of the body copy.

The numbering shall be horizontal on the body copy and on the side tab, and vertical on the bottom tab, as per samples. (Side Tab) CR 04 - 1- 0001

—	C
	R
	0
	4
	-
	1
	-
	0
	0
	0
—	1

## 9. REINFORCEMENT AND PUNCHING

Die cut at top of front cover and shall be sliced with wrap around tape reinforcing and two-hole punching.

Back cover to have top scored with two mylar reinforced **slits** punching on back cover.

## 10. BACK COVERS

Backs shall be cut to match the front covers in size, but allowing both the side and bottom tabs of the front covers to protrude for easy access.

Back cover to have top scored with two mylar reinforced **slits** punching on back cover.

Back covers are **not** required for the following:

Third Judicial Circuit Court - Hilo Division (**1,500**) **BLANK** folders

Third Judicial Circuit Court- Kona Division (**400**) **BLANK** folders

## 11. FASTENERS

For all back covers (58,065), a 2-inch single **embedded** fasteners shall be installed by the manufacturer. This prong shall be located approximately 1-1/2 inches below the scoring line on the inside of the back cover.

### 1.3. PROOFS AND SAMPLES

The proofs of the body copy and a sample of the folder to be fabricated must be approved by the following person before final runoff:

Ms. Lori Okita, Court Administrator	Phone: (808)	539-4327
First Circuit Court, Kaahumanu Hale	Fax: (808)	539-4314
777 Punchbowl Street, First Floor		
Honolulu, Hawaii 96813-5093		

### 1.4. DELIVERY

Delivery of the covers shall be made no later than **November 30, 2003**, to the respective Judicial Circuits as listed below:

Ms. Bea Torres, Legal Documents  
First Judicial Circuit, Kaahumanu Hale  
777 Punchbowl Street, 1st Flr  
Honolulu, Hawaii 96809-5093  
(808) 539-4308

Ms. Loretta Mendez, Legal Documents  
Second Judicial Circuit, Hoapili Hale  
2145 Main Street, 1st Flr  
Wailuku, Hawaii 96793-1679  
(808) 244-2979/244-2969

Ms. Lisa Taketa, Legal Documents  
Third Judicial Circuit, State Building  
75 Aupuni Street, 2nd Flr  
Hilo, Hawaii 96720-4253  
(808) 961-7435/961-7556

Ms. Lindalani Mock Chew, Legal Documents  
Third Judicial Circuit- Kona Div.  
Old Kona Hospital Building  
Kealahakua, Hawaii 96750  
(808) 322-8750

Legal Documents (Fifth Judicial Circuit & District Court, Fifth Judicial Circuit File Folders)  
Fifth Judicial Circuit  
3059 Umi Street, Room 101  
Lihue, Hawaii 96766-1809  
(808) 246-3300

Delivery to the First Judicial Circuit shall be to the loading dock of the First Judicial Circuit (in the back of the building, enter through Reed Lane) in an area designated by the Officer-In-Charge. The Contractor shall notify the Officer-in-Charge of the estimated date of delivery of the file folders not less than five (5) working days prior to delivery and shall notify the Officer-in-Charge at least 4 hours prior to actual delivery of file folders.

### 1.5. PACKAGING

Front covers shall be boxed separately from back covers. All boxes shall be clearly marked with the appropriate Judicial Circuit, proceeding, and case number from "\_\_\_ to \_\_\_"

All Family Court File Covers (FC-AA, FC-CR, FC-DA & FC-S) shall be boxed separately from the Third Judicial Circuit, Hilo and Third Judicial Circuit, Kona File Covers.

**END OF SECTION**

## NOTATIONS FOR FILE FOLDER COVERS AND QUANTITY TABLE

**Copy for file folders are:**

**(Note: This copy (title) differs from the samples)**

CIRCUIT COURT, FIRST JUDICIAL CIRCUIT  
FAMILY COURT, FIRST JUDICIAL CIRCUIT  
CIRCUIT COURT, SECOND JUDICIAL CIRCUIT  
FAMILY COURT, SECOND JUDICIAL CIRCUIT  
DISTRICT COURT, SECOND JUDICIAL CIRCUIT  
CIRCUIT COURT, THIRD JUDICIAL CIRCUIT-HILO DIVISION  
FAMILY COURT, THIRD JUDICIAL CIRCUIT- HILO DIVISION  
CIRCUIT COURT, THIRD JUDICIAL CIRCUIT - KONA DIVISION  
FAMILY COURT, THIRD JUDICIAL CIRCUIT- KONA DIVISION  
CIRCUIT COURT, FIFTH JUDICIAL CIRCUIT  
FAMILY COURT, FIFTH JUDICIAL CIRCUIT  
DISTRICT COURT-FIFTH JUDICIAL CIRCUIT

"Blanks" (refer to the quantity tables) do not have a **mylar** overlay over the tabs."Blanks" for a particular proceeding shall have the appropriate body copy, the appropriate alpha prefix and **no numbers**.

"All-Purpose Blanks" for the Circuit and Family Courts shall have the standard Judicial Circuit or Family Court body copy, but shall have neither an alpha prefix nor any numbers.

For all back covers, a two-inch single prong embedded fastener shall be installed by the manufacturer.

First Judicial Circuit Civil (CIV) and Criminal (CR) folders only, shall have two separate tab positions. The **even** numbered file folders shall be in the **third** position and the **odd** numbered file folders shall be in the **fourth** position as specified on the quantity table (Each tab is 1/4 cut).

For the First Judicial Circuit Civil ( CIV) covers only, a dash shall follow the last number of each sequence (e.g. CIV 04-1- 0001-, CIV 04-1- 0002- ).

First Judicial Circuit FC-CR (Misdemeanor): These folders shall have the same body copy as the FC-CR (misdemeanor) folders, except the numerical prefix shall begin at **04-1 - 1000**.

For the Second Judicial Circuit, CIV, CR, G, ML, P, SP, SPP, FC-CR, DC-CIVIL, DC-SC and DC-TRO folders only shall have a parenthesis ( ) with a space in between the parenthesis, printed after the numbers on the front covers. [e.g. CIV 04-1-0001 ( )]. The DC-CIVIL, DC-SC and DC-TRO folders require nine spaces between the parenthesis.

Second Judicial Circuit TR (Trust) covers shall have "TR" alpha prefix and **no numbers**. Refer to sample for copy.

note: THIRD JUDICIAL CIRCUIT - KONA DIVISION - Numbering shall be followed by a "K" to denote the division.

note: **BLANK** folders for the Third Judicial Circuit Hilo and Third Judicial Circuit-Kona Division **do not require back covers**.

note: There are specific copy differences on each cover. Refer to samples for specifics.

## SECTION TWO - SPECIAL PROVISIONS

### 2.1. SCOPE

Work included in this contract shall consist of Fabricating, Printing and Delivering Court File Folder Covers for the Circuit and District Courts. All work shall be performed in accordance with these Special Provisions, the attached Specifications and General Conditions, dated February 2001, by reference made a part hereof and available at the following location or from our website: <http://www2.hawaii.gov/jud>

The Judiciary, State of Hawaii  
Fiscal and Support Services Office  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

### 2.2. OFFICER-IN-CHARGE

Ms. Lori Okita, Court Administrator, is designated Officer-In-Charge. The telephone number at which she may be reached is (808) 539 - 4327.

### 2.3. TERM OF CONTRACT

The Contractor shall enter into a contract to fabricate, print and deliver Court File Folder Covers for the Circuit Courts. Such folders shall be delivered **no later than November 30, 2003**. Failure to meet the delivery date of November 30, 2003, will be subject to Liquidated Damages as stated in the Special Provisions.

### 2.4. OFFEROR QUALIFICATION

- a. Experience. Offeror must have at a minimum two (2) consecutive years printing experience in the State of Hawaii.
- b. References. Offeror will list at least three (3) references, preferably in the State of Hawaii other than the Judiciary, for whom Offeror has performed printing that is similar in nature and/or volume to services specified herein, that will qualify Offeror to perform the project. The Judiciary reserves the right to contact the references provided, and the Judiciary reserves the right to reject the bid submitted by any offeror who has not performed printing that is similar in nature and volume to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory .
- c. Local Representative. Offeror shall have and identify a local representative (in Hawaii) in order to qualify for bid. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints. Local representative shall meet with the Judiciary and be available, accountable, and be responsible for the printing and delivery of the file folder covers for the entire duration of job. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

### 2.5. OFFER PREPARATION



Any bid offering terms and conditions contradictory to those included herein shall be rejected without further consideration.

#### **2.5.1. Legal Name**

Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

#### **2.5.2. Offer Price**

Offer price shall include all costs required to fabricate, print, and deliver court file folders for the circuit courts as outlined in these Specifications. All costs shall include any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.

#### **2.5.3. Proposal Guarantee**

A Proposal Guarantee is NOT required for this Bid Proposal.

#### **2.5.4. Tax Clearance**

An original or certified copy of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) may be submitted with your sealed offer by the due date and time. **Please note that a valid tax clearance will be required prior to execution of any agreement.**

#### **2.5.5. Hawaii General Excise Tax License**

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

#### **2.5.6. Joint Contractors**

Offeror may subcontract portions of this project. Offeror shall be the Primary Contractor and be liable for all work performed under this project.

### **2.6. SUBMISSION OF PROPOSAL**

Offerors shall submit three (3) copies (1 original, 2 copies) of the Proposal Submission Packet. Completed proposals must be submitted no later than 2:00 p.m. HST on September 17, 2003, to:

The Judiciary, State of Hawaii  
Fiscal and Support Services Office  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807  
Attention: Kathleen Kim

PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL

NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

Proposals shall be accompanied by samples of the various colors of the mylar overlay.

## **2.7. SAMPLE COPY**

Copies of the existing file folders are attached. Samples were reduced to about 65% of actual size. It shall be the Offeror's responsibility to examine the file folders and further familiarize themselves with the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding the file folders to be fabricated and printed or the amount and kind of work involved. Submission of bid shall be evidence that the Offeror understands the scope of the project and will comply with the Specifications if awarded the contract. Samples of the original file folders are available for inspection at the Fiscal and Support Services Office, 1111 Alakea Street, 6th Floor, Honolulu, Hawaii 96813. (Please check in with the Plaza level Security personnel who will direct you to our office).

## **2.8. CONTRACT AWARD**

Award, if any, shall be made to the responsible Offeror submitting the lowest Total Bid price to fabricate, print and deliver Court File Folders.

## **2.9. CONTRACT EXECUTION**

Successful Offeror receiving award over \$25,000 shall be required to enter into a formal written contract.

## **2.10. CONTRACT BOND**

Contract Bond is NOT required for this contract.

## **2.11. PRINTING PREFERENCE**

All printing, binding, and stationary work for the (State or any County), or other political subdivision thereof shall be performed within the State, including all preparatory work, press work, bindery work, and any other production-related work, and all requests for offers or contracts for such work shall so stipulate; provided that whenever it is established that any such work cannot be performed within the State or that the lowest price for which such work can be procured within the State exceeds the bid or charge of an out-of-state manufacturer of such item by fifteen per cent, the work or any part thereof so affected may be performed outside the State.

No payment shall be made by the (State or any County), or other political subdivision thereof for printing, binding, or stationary work unless it appears that the work was done within the State or was authorized to be done outside the State pursuant to this section. In addition, any manufacturer violating a stipulation in a offer or contract that all work will be performed within the State shall be subject to a civil penalty in an amount not to exceed the offer or contract price to be collected by a civil action filed by the attorney general on behalf of the

(State).

## **2.12. QUALITY OF PRODUCT**

Work to be done shall be of a professional quality. Blank areas shall be clean and clear. Printing shall be legible, uniform in shade and shall have no inking irregularities. If the quality of the work is judged unsatisfactory by the Administrative Director of the Courts, it will be considered as non-performance of the contract.

## **2.13. MODIFICATIONS**

Prior to the beginning of work, modifications to these Specifications and Special Provisions may be made by mutual agreement between the Contractor and the Judiciary through the Officer-In-Charge. A written Memorandum of Understanding, signed by both parties and detailing these modifications, shall be forwarded to the Office of the Administrative Director of the Courts, Fiscal Branch, 1111 Alakea Street, 6th Floor, Honolulu, Hawaii, 96813, attention Ms. Kathleen Kim.

## **2.14. QUANTITY**

Quantities as listed in the Specifications are for the exact amount. Contractor must deliver the exact amount, no overages or shortages. The Judiciary will not pay for any overages that the Contractor delivers.

## **2.15. PACKAGING**

Front covers shall be boxed separately from back covers. All boxes shall be clearly marked with the appropriate Circuit, proceeding, and case number from "\_\_\_ to \_\_\_".

All Family Court File Covers (FC-AA, FC-CR, FC-DA & FC-S) shall be boxed separately from the Third Judicial Circuit (Hilo) and Third Judicial Circuit-Kona File Covers.

## **2.16. DELIVERY**

The court file folder covers shall be delivered no later than November 30, 2003. The Total Bid Amount shall include any and all costs required to ensure delivery by the November 30, 2003 deadline. All covers shall be delivered to the appropriate Circuits as specified in the Delivery Section of the Specifications. TOTAL BID AMOUNT shall also include all costs to deliver the First Judicial Circuit folders into the basement storage area in an area designated by the Officer-In-Charge. Failure to meet the delivery date of November 30, 2003, will be subject to Liquidated Damages as stated in the Special Provisions.

## **2.17. INSPECTIONS**

All work done and all materials furnished shall be subject to inspection and approval by the Officer-In-Charge or a representative of the Judiciary so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provision. She may require additional information as necessary.

## **2.18. INVOICING AND PAYMENT**

Contractor shall submit original and three copies of the invoice to the respective Circuits for separate billing, at the addresses listed below.

The Judiciary  
FIRST JUDICIAL CIRCUIT  
Mr. Paul Kaneshiro  
Fiscal Office  
777 Punchbowl St.  
Hon, HI 96813-5093

The Judiciary  
SECOND JUDICIAL CIRCUIT  
Ms. Anne Jinnai  
Fiscal Office  
2145 Main Street  
Wailuku, HI 96793-1679

The Judiciary\*  
THIRD JUDICIAL CIRCUIT  
Mr. Paul Gushiken  
Fiscal Office  
75 Aupuni Street  
Hilo, HI 96721-1007

The Judiciary\*\*  
FIFTH JUDICIAL CIRCUIT  
Mr. Miles Mizukami  
Fiscal Office  
3059 Umi Street  
Lihue, HI 96766-1809

\* Billings for Third Judicial Circuit and Third Judicial Circuit- Kona Division

\*\* Billings for the Fifth Judicial Circuit and District Ct.- Fifth Judicial Circuit.

## **2.18. OTHER SPECIAL PROVISIONS**

### **2.19.1. Schedule of Payments**

Payment shall be made to the Contractor at the contracted price upon certification by the Officer-in-Charge or his designee that the Contractor has satisfactorily performed the required services as evidenced by receipt of documents detailing performance of service and reported discrepancies and corrective action. For extra work approved by the Officer-in-Charge, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount and purchase order number authorizing the work.

Section 103-10, H.R.S. provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the Judiciary shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended. The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with Statute. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period.

### **2.19.2. Termination for Cause**

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgement to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods as are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

### **2.19.3. Liquidated Damages**

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of TWENTY FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor.

### **2.19.4. Interpretation of Provisions**

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Assistant Fiscal and Support Services Administrator, or the interpretation made by the Assistant Fiscal and Support Services Administrator, shall govern and control. In addition, the parties hereto agree that said Assistant Fiscal and Support Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

#### **2.19.5. Conflicts and Variations**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

**END OF SECTION**

**SECTION THREE BID PROPOSAL  
FABRICATE, PRINT, AND DELIVER COURT FILE FOLDER COVERS  
FOR THE CIRCUIT AND DISTRICT COURTS**

Offeror: \_\_\_\_\_

Honolulu, Hawaii

\_\_\_\_\_, 20\_\_\_\_

Asst. Fiscal and Support Services Administrator  
The Judiciary, State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Sir:

The following bid proposal is made to provide the service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, for this contract, and that the Assistant Fiscal and Support Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned hereby proposes to FABRICATE, PRINT AND DELIVER COURT FILE FOLDER COVERS, for the Circuit and District Courts to include First, Second, Third, Third-Kona Division and Fifth Circuits, the JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions, dated February 2001 by reference made a part hereof and available upon request, for the lump sum bid of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The following proposal is hereby submitted for all of the work listed below, to fabricate, print and deliver Court File Folders for the Circuit and District Courts. All cover sets shall be delivered no later than November 30, 2003.

I. Bid Amount

Description		Quantity	Cost per Set/Cover	Total Amount
1 <sup>ST</sup> Judicial Circuit	Numbered Covers	25,995		
1 <sup>ST</sup> Judicial Circuit	Blank Covers	3,175		
First Judicial Circuit Total		29,170		
2 <sup>nd</sup> Judicial Circuit	Numbered Covers	9,400		
2nd Judicial Circuit	Blank Covers	5,100		
Second Judicial Circuit Total		14,500		
3rd Judicial Circuit-Hilo	Numbered Covers	4,790		
3 <sup>rd</sup> Judicial Circuit-Hilo	Blank Covers*	1,500		
3 <sup>rd</sup> Judicial Circuit-Hilo Total		6,290		
3 <sup>rd</sup> Judicial Circuit-Kona	Numbered Covers	2,350		
3 <sup>rd</sup> Judicial Circuit-Kona	Blank Covers *	400		
3 <sup>rd</sup> Judicial Circuit-Kona Total		2,750		
5th Judicial Circuit	Numbered Covers	3,005		
District Ct, 5 <sup>th</sup> Jud Circuit	Numbered Covers	4,250		

**\* Front Covers only (back covers are not required)**

**SUMMARY:**

Judicial Circuit	Description/Quantity	Amount
First Judicial Circuit	29,170 sets	
Second Judicial Circuit	14,500 sets	
Third Judicial Circuit - Hilo	4,790 sets	
Third Judicial Circuit - Hilo	1,500 Blank files (Front Covers only)	
Third Judicial Circuit - Kona	2,350 sets	
Third Judicial Circuit - Kona	400 Blank files (Front Covers only)	
Fifth Judicial Circuit	3,005 sets	
District Ct, Fifth Jud Circuit	4,250 sets	
<b>Total Bid Amount</b>		



- \* BLANK folders for the Third Judicial Circuit-Hilo and Third Judicial Circuit- Kona require FRONT covers only.
- \*\* Total Bid shall include all applicable taxes and delivery charges to the area specified by the Officers-In-Charge and should agree with the Bid Amount shown on page 1 of the Bid Proposal.

## II. JOINT CONTRACTORS/SUBCONTRACTORS

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees.

### A. Fabricate & Print Court File Folder Covers

Provide the complete firm name, address and phone number of the joint or subcontractor.

Subcontractor Name	Address	Phone/Fax/Email

### B. Delivery of File Folder Covers

Provide the complete firm name, address and phone number of the joint or subcontractor.

Name	Address	Phone/Fax/email

## III. FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED BID.

- A. Names and addresses of companies, other than the Judiciary, for which the undersigned has performed or is currently performing printing that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Bid Proposal.

Company Name & Contact	Address	Phone/Fax/email

B. Name and Address of Local Representative

Company Name & Contact	Address	Phone/Fax/email

- C. Offeror's attention is invited to Section 103D-1003, Hawaii Revised Statutes, for a complete statement of law regarding Hawaii Printing Preference. Included in Special Provision.

All work shall be performed at:

\_\_\_\_\_ In State      \_\_\_\_\_ Out of State

Location of Printshop:

Company Name & Contact	Address	Phone/Fax/email

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

email: \_\_\_\_\_

Payment address if other than  
street address at right:

\_\_\_\_\_  
Exact Legal Name of Offeror

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Hawaii General Excise Tax Lic.

\_\_\_\_\_  
Street Address

I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

Social Sec. or Federal I.D. No.:  
\_\_\_\_\_

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:  
\_\_\_\_\_

Hawaii General Excise Tax I.D. No.: \_\_\_\_\_ Current Issue Date: \_\_\_\_\_

Type of Organization:

\_\_\_ Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Joint Venture

State of Incorporation: Hawaii \_\_\_ Other \_\_\_\_\_

If "Other", is corporate seal available in Hawaii? \_\_\_ Yes \_\_\_ No

Date:8/27/03

## CIRCUIT COURT, FIRST JUDICIAL CIRCUIT FILE FOLDERS 2004

PREFIX	REG COVERS	START NO.	END NO.	BLANK COVERS	TAB POSITION
CIV	4,000	04-1-0001-	04-1-4000-	2,500	EVEN-3RD ODD-4TH
CR	3,000	04-1-0001	04-1-3000	200	EVEN-3RD ODD-4TH
G	300	04-1-0001	04-1-0300		4TH
ML	100	04-1-0001	04-1-0100		4TH
P	700	04-1-0001	04-1-0700		4TH
SP	700	04-1-0001	04-1-0700	100	4TH
SPP	75	04-1-0001	04-1-0075		4TH
FC-A	500	04-1-0001	04-1-0500		2ND
FC-AA	25	04-1-0001	04-1-0025		4TH
FC-AP	30	04-1-0001	04-1-0030		3RD
FC-CR (-0001)	40	04-1-0001	04-1-0040		4TH
FC-CR (-1001)	4,500	04-1-1000	04-1-4500		4TH
FC-D	4,800	04-1-0001	04-1-4800	200	4TH
FC-DA	3,000	04-1-0001	04-1-3000		2ND
FC-G	500	04-1-0001	04-1-0500		3RD
FC-GR				25	4TH
FC-M	1,600	04-1-0001	04-1-1600		1ST
FC-P	1,800	04-1-0001	04-1-1800		4TH
UCCJEA	75	04-1-0001	04-1-0075		1ST
UIFS	250	04-1-0001	04-1-0250		4TH
TR				150	4TH
<b>TOTAL</b>	<b>25,995</b>			<b>3,175</b>	

**Notes:**

Two (2) part set, front and back covers required for all files.

Please note side tab position of file covers for CIV, CR, FC-A, FC-AP, FC-DA, FC-G, FC-M, and UCCJEA folders (shaded). Side tab position for the remainder of folders are in the 4<sup>th</sup> position. Civil (CIV) and Criminal (CR) folders only, shall have two separate tab positions. The even numbered file folders shall be in the third position and the odd numbered file folders shall be in the fourth position as specified on the quantity table (Each tab is 1/4 cut).

"Blanks" (refer to the quantity tables) do not have a mylar overlay over the tabs. "Blanks" for a particular proceeding shall have the appropriate body copy, the appropriate alpha prefix and no numbers.

Family Court, First Judicial Circuit FC-CR (Misdemeanor): These folders shall have the same body copy as the FC-CR folders, except the numerical prefix shall begin at **04-1 - 1001**.

**Files:** 8/27/03

**CIRCUIT COURT, SECOND JUDICIAL CIRCUIT FILE FOLDERS 2004**

<b>PREFIX</b>	<b>REG COVERS</b>	<b>START NO.</b>	<b>END NO.</b>	<b>BLANK COVERS</b>
CIV	800	04-1-0001	04-1-0800	1,400
CR	800	04-1-0001	04-1-0800	200
G	100	04-1-0001	04-1-0100	
ML	100	04-1-0001	04-1-0100	
P	250	04-1-0001	04-1-0250	
SP	100	04-1-0001	04-1-0100	
SPP				100
FC-A	100	04-1-0001	04-1-0100	
FC-AA	50	04-1-0001	04-1-0050	
FC-AP				100
FC-CR (-0001)	1,200	04-1-0001	04-1-1200	
FC-D	800	04-1-0001	04-1-0800	200
FC-DA	900	04-1-0001	04-1-0900	
FC-G	100	04-1-0001	04-1-0100	
FC-M	400	04-1-0001	04-1-0400	
FC-P	500	04-1-0001	04-1-0500	
FC-S	150	04-1-0001	04-1-0150	300
FC-J				1,000
UCCJEA				200
UIFS	200	04-1-0001	04-1-0200	
DC-CIVIL	2,000	04-1-0001	04-1-2000	900
DC-SC	500	04-1-0001	04-1-0500	500
DC-TRO	350	04-1-0001	04-1-0350	200
<b>TOTAL</b>	<b>9,400</b>			<b>5,100</b>

**All files: Side Tab is in 4<sup>th</sup> position.**

**The CIV, CR, G, ML, P, SP, SPP, FC-CR, DC-CIVIL, DC-SC, DC-TRO folders (shaded) shall have a parenthesis with a space between, printed after the numbers on the front cover. FC-CR 04-1-0001 ( )**

**See Attached sample**

**Files: 8/27/03**

**CIRCUIT COURT, THIRD JUDICIAL CIRCUIT -HILO DIVISION  
COURT FILE FOLDERS 2004**

<b>PREFIX</b>	<b>REG COVERS</b>	<b>START NO.</b>	<b>END NO.</b>	<b>BLANK* COVERS</b>
CIV	700	04-1-0001	04-1-0700	
CR	500	04-1-0001	04-1-0500	
G	100	04-1-0001	04-1-0100	
ML	20	04-1-0001	04-1-0020	
P	375	04-1-0001	04-1-0375	
SP	100	04-1-0001	04-1-0100	
SPP	10	04-1-0001	04-1-0010	
FC-A	50	04-1-0001	04-1-0050	
FC-AP	10	04-1-0001	04-1-0010	
FC-D	375	04-1-0001	04-1-0375	
FC-G	100	04-1-0001	04-1-0100	
FC-M	100	04-1-0001	04-1-0100	
FC-P	400	04-1-0001	04-1-0400	
FC-TPR	5	04-1-0001	04-1-0005	
UCCJEA	10	04-1-0001	04-1-0010	
UIFS	50	04-1-0001	04-1-0050	
TR	30	04-1-0001	04-1-0030	
CC BLANK				500
FC-AA	5	04-1-0001	04-1-0005	
FC-CR(-0001)	900	04-1-0001	04-1-0900	300
FC-DA	800	04-1-0001	04-1-0800	300
FC-S	150	04-1-0001	04-1-0150	400
<b>TOTAL</b>	<b>4,790</b>			<b>1,500</b>

**\* BACK COVERS NOT NEEDED FOR BLANK COVERS**

Side Tab position for all folders is in the 4<sup>th</sup> position.

FC-J folder has no numbering and a different copy on reverse side of cover. Refer to sample for copy.

All FC Folders (FC-AA, FC-CR, FC-DA, FC-S & FC-J) shall be boxed separately.

**Files:** 8/27/03

**CIRCUIT COURT, THIRD JUDICIAL CIRCUIT - KONA DIVISION  
COURT FILE FOLDERS 2004**

<b>PREFIX</b>	<b>REG COVERS</b>	<b>START NO.</b>	<b>END NO.</b>	<b>BLANK* COVERS</b>
CIV	250	04-1-0001K	04-1-0250K	
CR	280	04-1-0001K	04-1-0280K	
G	15	04-1-0001K	04-1-0015K	
ML	20	04-1-0001K	04-1-0020K	
SP	35	04-1-0001K	04-1-0035K	
FC-A	40	04-1-0001K	04-1-0040K	
FC-D	250	04-1-0001K	04-1-0250K	
FC-G	40	04-1-0001K	04-1-0040K	
FC-M	40	04-1-0001K	04-1-0040K	
FC-P	160	04-1-0001K	04-1-0160K	
UCCJ	10	04-1-0001K	04-1-0010K	
UIFS	50	04-1-0001K	04-1-0050K	
KONA CC				200
KONA FC				200
SPP	5	04-1-0001K	04-1-0005K	
FC-AA	5	04-1-0001K	04-1-0005K	
FC-CR (-0001)	500	04-1-0001K	04-1-0500K	
FC-DA	500	04-1-0001K	04-1-0500K	
FC-S	150	04-1-0001K	04-1-0150K	
<b>TOTAL</b>	<b>2,350</b>			<b>400</b>

ALL KONA FOLDERS HAVE "K" PRINTED AFTER NUMBER ON TAB & FRONT COPY

\* BACK COVERS NOT NEEDED FOR BLANK COVERS

Side Tab position for all folders is in the 4<sup>th</sup> position.

All FC Folders (FC-AA, FC-CR, FC-DA, FC-S) shall be boxed separately.

**Files:** 8/27/03

**CIRCUIT COURT, FIFTH JUDICIAL CIRCUIT FILE FOLDERS 2004**

<b>PREFIX</b>	<b>REG COVERS</b>	<b>START NO.</b>	<b>END NO.</b>
CIV	300	04-1-0001	04-1-0300
CR**	400	04-1-0001	04-1-0400
G	125	04-1-0001	04-1-0125
ML	100	04-1-0001	04-1-0100
P	250	04-1-0001	04-1-0250
SP	100	04-1-0001	04-1-0100
SPP	25	04-1-0001	04-1-0025
FC-A	125	04-1-0001	04-1-0125
FC-AP	15	04-1-0001	04-1-0015
FC-CR (- 0001)	400	04-1-0001	04-1-0400
FC-D	350	04-1-0001	04-1-0350
FC-DA	250	04-1-0001	04-1-0250
FC-G	100	04-1-0001	04-1-0100
FC-M	150	04-1-0001	04-1-0150
FC-P	200	04-1-0001	04-1-0200
UCCJEA	15	04-1-0001	04-1-0015
UIFS	100	04-1-0001	04-1-0100
	<b>3,005</b>		

**Side Tab for all folders are in the 4<sup>th</sup> position.**



Files: 8/27/03

**DISTRICT COURT FIFTH JUDICIAL CIRCUIT FILE FOLDERS 2004**

<b>PREFIX</b>	<b>REG COVERS</b>	<b>START NO.</b>	<b>END NO.</b>	<b>TAB COLOR</b>
RC-L	450	04-1-0001	04-1-0450	Purple
RC-KA	350	04-1-0001	04-1-0350	Blue
RC-KO	250	04-1-0001	04-1-0250	Red
RC-W	250	04-1-0001	04-1-0250	Yellow
RC-H	250	04-1-0001	04-1-0250	Green
SC-L	450	04-1-0001	04-1-0450	Pink
SC-KA	400	04-1-0001	04-1-0400	Gray
SC-KO	300	04-1-0001	04-1-0300	Brown
SC-W	300	04-1-0001	04-1-0300	Orange
SC-H	250	04-1-0001	04-1-0250	Buff
SP-L	200	04-1-0001	04-1-0200	Light Blue
SP-KA	200	04-1-0001	04-1-0200	Magenta
SP-KO	200	04-1-0001	04-1-0200	Violet
SP-W	200	04-1-0001	04-1-0200	Olive Green
SP-H	200	04-1-0001	04-1-0200	White
<b>Total</b>	<b>4,250</b>			

Side Tab for all folders are in the 4<sup>th</sup> position.

SAMPLE

CIRCUIT COURT, FIRST CIRCUIT

STATE OF HAWAII

CIVIL NO. 00-01-0040-

☐ JURY TRIAL  
☐ JURY WAIVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PLAINTIFF(S)

VS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DEFENDANT(S)

INITIAL DR POSTED \_\_\_\_\_

FINAL DR POSTED \_\_\_\_\_

CIV 00-01-0040-

10400110100 4-0

104001P0100 V - C

UNAUTHORIZED REMOVAL, DESTRUCTION, MUTILATION OR OBLITERATION  
OF ANY FILE OR DOCUMENT FILED IN THE CUSTODY OF THE CLERK OF  
THE COURT CONSTITUTES A CRIME UNDER THE HAWAII REVISED STATUTES.

PLEASE RETURN THIS FILE TO THE LEGAL  
DOCUMENTS BRANCH OF THE OFFICE OF THE  
CLERK, FIRST CIRCUIT COURT, STATE OF HAWAII

CIV 20-01-0040-